

# WASHOE COUN

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STAFF REPORT **BOARD MEETING DATE:** September 9, 2014 CM/ACM JS Finance Risk Mgt. Other

DATE:

August 21, 2014

TO:

**Board of County Commissioners** 

FROM:

Phil Condon, Sergeant, Patrol Division

328-2895, pcondon@washoecountv.us

THROUGH: Michael Haley, Sheriff A/S A. Www. fer Sleeff With Haley SUBJECT: Approve Law Enforcement Order for Services between Bureau of Land Management and Washoe County, on behalf of the Washoe County Sheriff's Office, to provide reimbursement for extra staffing needed in the Gerlach/Empire area during the annual Burning Man Festival, retroactive from August 22, 2014 to September 2, 2014. Estimated total reimbursement for staffing is [not to exceed \$10,000.00]. (Commission District 5)

### **SUMMARY**

The Washoe County Sheriff's Office has been tasked with providing additional coverage in the Gerlach/Empire communities while the Burning Man Festival is taking place in the nearby Black Rock Desert. The Bureau of Land Management has requested security from Washoe County Sheriff's Office for their personnel staying in the Gerlach area. Bureau of Land Management has agreed to a contract which provides for reimbursement to the County for the cost of providing the additional manpower. This was a last minute request for extra security by BLM, so the contract was not drawn up in time to be submitted to an earlier BCC meeting.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

## PREVIOUS ACTION

This is the first time the Bureau of Land Management has requested the additional security for the Burning Man event.

## **BACKGROUND**

The Burning Man Festival has been taking place in the Black Rock Desert for the last 11 years, with the event currently being held in Pershing County, approximately 8 miles from the town of Gerlach, NV. The Bureau of Land Management is the primary law enforcement for the event. Due to a conflict in Southern Nevada, the Bureau of Land Management has expressed concerns for their personnel assigned to the Burning Man event. Specifically, their concern is for their equipment and personnel that are being housed in the town of Gerlach.

The Washoe County Sheriff's Office is tasked with providing additional law enforcement presence in Gerlach during the early morning hours and to be extra vigilant of the locations where the Bureau of Land Management personnel are being housed.

The Bureau of Land Management is aware of the financial burden to Washoe County and has agreed to offset the Sheriff's Office expenses by providing funding to the Sheriff's Office. They have agreed to pay up to \$10,000.00 for law enforcement presence.

## **FISCAL IMPACT**

All costs associated with having one extra Washoe County Sheriff's Deputy Sheriff will be reimbursed by the Bureau of Land Management, up to \$10,000.00. Reimbursement received will be deposited to account 150200-485129 (Office of the Sheriff-Salary Reimbursement).

#### RECOMMENDATION

It is recommended that the Board of County Commissioners approve Law Enforcement Order for Services between Bureau of Land Management and Washoe County, on behalf of the Washoe County Sheriff's Office, to provide reimbursement for extra staffing needed in the Gerlach/Empire area during the annual Burning Man Festival, retroactive from August 22, 2014 to September 2, 2014. Estimated total reimbursement for staffing is [not to exceed \$10,000.00].

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be to move to approve Law Enforcement Order for Services between Bureau of Land Management and Washoe County, on behalf of the Washoe County Sheriff's Office, to provide reimbursement for extra staffing needed in the Gerlach/Empire area during the annual Burning Man Festival, retroactive from August 22, 2014 to September 2, 2014. Estimated total reimbursement for staffing is [not to exceed \$10,000.00].

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# United States Department of the Interior

BUREAU OF LAND MANAGEMENT Office of Law Enforcement and Security Region 3 440 West 200 South, Suite 500 Salt Lake City, Utah 84101



August 16, 2014

Washoe County Sheriff Department 911 Parr Blvd Reno, NV 89512-1014

### **AWARD LETTER**

Dear Sirs:

Enclosed is an executed copy of Purchase Order No. L14PX01396 Law Enforcement Support for Burning Man Event. This contract is for consideration of the amount of Ten Thousand dollars and no cents (\$10,000.00). Contract period of performance is 08/22/2014 - 09/02/2014. Contract Number L14PX01396 has been assigned and must be referenced on all invoices and correspondence.

Beginning May 1, 2011, all vendors shall process their invoices through the Internet Payment Platform, accessed at <a href="http://www.ipp.gov">http://www.ipp.gov</a>. Vendors will be required to register there and submit invoices through that system. Vendors need to be aware that in order for the invoice to be accepted for payment they must submit as an attachment a copy of their regular vendor invoice through that system.

A courtesy copy of the invoices, marked as such, shall be mailed to: Melanie Beckstead/Eric Boik, 440 West 200 South Suite 500, Salt Lake City, UT 84101.

Pursuant to the provisions regarding the Contracting Officer's Representative (COR), as set forth in the above cited contract, the following individual has been appointed as the COR for purposes applicable to this contract.

#### **Contracting Officer's Representative**

Mr. Melanie Beckstead Bureau of Land Management 440 West 200 South, Suite 500 Salt Lake City, UT 84145-0155 801-539-4169 mbeckstead@blm.gov

#### **Project Inspectors**

Mr. Eric Boik Bureau of Land Management 440 West 200 South, Suite 500 Salt Lake City, UT 84145-0155 801-539-4221 eboik@blm.gov

For purely technical matters, you are encouraged to correspond directly with the COR. A copy of all correspondence must be concurrently forwarded to the Contracting Officer. For correspondence and matters of a contractual nature, other than technical, please correspond with the Contracting Officer.

A signed copy of the contract is included for your records. As the authority delegated to the above designated COR is limited. I am enclosing a copy of the appointment so you may be fully aware of those limitations.

Please acknowledge receipt of the COR appointment memorandum and RECEIPT AND ACCEPTANCE of the contract by signing the enclosed acknowledgement and return to the Contracting Officer within 10 days of receipt of this letter.

We are looking forward to working with you on this contract. If you have any additional questions or concerns, please do not hesitate to contact me at (801)539-4145.

Sincerely,

Andrea Ramos
Contracting Officer

andrea J. Rones

2 Enclosures

1 – Contract

2 - COR Designation

## Contractor's Signature Below Certifies the Following:

- 1. Acknowledgement of receipt of COR appointment.
- 2. Acknowledgement of receipt and acceptance of Contract Number L14PX01396, Law Enforcement Support for Burning Man Event. The Contractor also certifies acceptance of all terms and conditions enclosed herewith.

	Jarin Balaam	
(Type o	or print name)	
	Jan Co a lan	
(Signat	ure)	
A	issistant sheriff	
(Title)		
	8/25/14	
(Date)	V	

#### Law Enforcement Order for Services

#### STATEMENT OF WORK

## Scope of Work

The Purpose of this contract is to obtain law enforcement services as needed to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of the public lands.

The vendor shall provide extraordinary law enforcement services, outside the scope of normal and routine department operations, for the BLM Office of Law Enforcement and Security (OLES) in and around the town of Gerlach, NV from August 22, 2014 through September 2, 2014.

The vendor will enforce the civil and criminal laws of the state and/or county as necessary to fulfill this contract, with reimbursement by the BLM, in accordance with the actual costs associated with conducting the identified patrols, to include: current wages of law enforcement personnel, mileage and other vehicle costs associated with vehicle patrols, if necessary.

The vendor shall enforce the civil and criminal laws of the state and/or county on the public lands, waters, roads, and trails administered by the BLM within the normal scope of duty to the extent of current financial and work force resources without reimbursement by the BLM.

### **General Work Requirements**

The 2014 Burning Man Event is scheduled to begin on or about August 22, 2014 and end on or about September 2, 2014. To ensure public health, safety, and resources are protected the BLM will mobilize approximately 150 federal employees to the event. These employees will lodge and store government equipment and vehicles in the town of Gerlach, NV during the event.

Requested services include but not limited to two dedicated law enforcement officer(s) assigned to the town of Gerlach, NV tasked with ensuring the safety of government property and employees during the evening hours of approximately 2100 hours – 0700.

The requested service timeframe is August 22, 2014 through September 2, 2014.

The BLM will provide reimbursable services, as specified for law enforcement services outside the scope of the vendor's normal and routine law enforcement activities in the enforcement of state and/or county laws relating to the protection of persons and property on the public lands. The lack of any specific request by BLM will not limit the authority of the vendor to respond to any situation in a fashion seen fit under state and/or county law.

- (a) Officers assigned to duties under this contract on the public lands will be regular, paid employees of the vendor who have complied with the minimum standards as required by the Nevada State Peace Officer Standards and Training Council; and that such officers shall not be in violation of the provisions of 18 U.S.C. 922(g) (9.
- (b) An itemized invoice for payment will be furnished, by Sept. 24, 2014, to the BLM Contracting Officer. The BLM Nevada State Chief Ranger will certify the invoice for accuracy and verify hours and times were performed within the standards stated above. A copy of the above mentioned backup documentation/reports and the final invoice should be retained in the contract file, the SAC LEA file
- (c) The vendor will assign a two officer unit to patrol the Bruno's Motel, Bruno's Trailer Park, BLM Black Rock Field Station, and other locations identified by the BLM within the town of Gerlach, NV. The two officer unit will work during the evening hours beginning approximately at 2100 hours and ending at approximately 0700. The two officer unit will begin their assignment on August 22, 2014 and conduct their last shift on September 2, 2014.
- (d) The vendor will provide contact information for the assigned two officer unit to the BLM Law Enforcement Operations Chief for the Burning Man Event. The two officer unit will contact via telephone the BLM Burning Man Event Dispatch Center at the beginning and end of each shift. The two officer unit will ensure the BLM Burning Man Event Dispatch Center has their contact information.
- (e) The vendor will ensure the two officer unit immediately communicates suspicious information to the BLM Law Enforcement Operations Chief for the Burning Man Event.
- (f) The vendor will install technical investigative equipment to monitor at a minimum the Bruno's Motel parking lot. As equipment availability allows, additional investigative equipment may be installed at other locations identified by the BLM. The vendor must be able to monitor the data feed from the investigative equipment on a mobile device such as an iPad, computer, or another mechanism.
- (g) Inform the BLM immediately if the requested service needs cannot be met or existing support needs to be curtailed.

### Reporting

On or before September 24, 2014 the vendor will provide the following information and reports:

- (a) Detailed reports for all law enforcement activities and incidents including:
  - a. Arrests made
  - b. Citations issued
  - c. Verbal and written warnings
  - d. Incidents investigated
  - e. Incidents reported

- f. Suspicious activity
- (b) Individual officer patrol logs for billable service;
- (c) Hours worked;
- (d) Provide the hourly wage for officers who provide assistance under the coverage of this agreement.

#### Rate Schedule for Reimbursable Services:

- (a) Reimbursements under this contract will only be made on a case by case basis. The vendor will submit detailed request for a reimbursement including reporting requirements outlined above.
- (b) Itemized billing invoice for reimbursement of actual charges along with required reports and documentation will be submitted by September 24, 2014 to the Contracting Officers Representative/Project Inspector with a certification that the services have been performed. Vendor is required to submit, electronically, through Internet Procurement Portal (IPP) as an attachment, a copy of their regular vendor invoice and any other documents pertinent to the payment.
- (c) It is agreed that the sum of reimbursable services will not exceed \$10,000
- (d) The BLM will not be responsible for expenses not covered under the terms of this contract. The Federal Government is not obligated to pay, nor is the vendor obligated to perform, any effort outside of the extraordinary duties outlined within this document.

#### **BLM Contact Information**

BLM Utah State Office 440 West 200 South, Suite 500 Salt Lake City, UT 84101

Andrea Ramos aramos@blm.gov (801) 539-4145



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT Office of Law Enforcement and Security Region 3 440 West 200 South, Suite 500 Salt Lake City, Utah 84101



August 16, 2014

## DELEGATION OF AUTHORITY TO PROJECT INSPECTOR

#### Memorandum

To: Eric Boik

From: Andrea Ramos, Contracting Officer

Subject: Appointment as Project Inspector, Contract No. L14PX01396 Title: Law Enforcement

Support for Burning Man Event.

- 1. You are hereby appointed as Project Inspector (PI) for this work to be accomplished under the subject contract. This appointment is to assure that the Contractor complies with the work statement, specifications, and performance requirements of this contract.
  - 2. This appointment shall remain in effect for the life of the contract unless:
    - a. The appointment is terminated in writing by the Contracting Officer;
    - b. You are reassigned;
    - c. Your employment with the Government is terminated.
- 3. You shall represent the Contracting Officer for all inspection matters that arise under this contract. In this respect, Bureau Manual and Federal Acquisition Regulations require that you shall:
- a. Familiarize yourself with the work statement, specifications, and delivery requirements set forth in the contract;
- b. Remain cognizant of the Contractor's efforts and progress, to determine if there has been physical progress commensurate with the contract requirements, and coordinate this information with the Contracting Officer;
  - c. Review Contractor's progress reporting;
  - d. Maintain an official Contract Diary in accordance with the Bureau Manual;

- e. Give written notice of noncompliance to specifications;
- f. Inform the COR, or the Contracting Officer, of any unusual problems which actually or potentially affect the work statement, specifications, and delivery requirements, such as request for changes, and nonconformance of supplies/services.
  - 4. Notwithstanding the authorities delegated in paragraph 3 above, you:
    - a. Shall not redelegate any authority to any other person;
    - b. Shall not change any of the terms or conditions of the contract;
    - c. Shall not obligate the payment of any money by the Government;
- d. Shall not order the Contractor to do additional work and incur costs, not otherwise covered by the contract, unless costs incurred will be reimbursed by the Government.
- 5. Contact the COR or the Contracting Officer for guidance if you are in doubt as to the extent of your authority or in any circumstances not covered above.
- 6. Forward to the COR or the Contracting Officer, a copy of all correspondence and instructions to Contractor initiated by you to the Contractor. This includes memorandums of verbal discussions of a significant nature.

Andrea Ramos
Contracting Officer

**Enclosures** 

Signature of Project Inspector (PI) Certifies the Following:

Acknowledge receipt and acceptance of appointment as PROJECT INSPECTOR (PI) for Contract Number: L14PX01396, Titled: Law Enforcement Support for Burning Man Event

By:	Davin Balaam	
•	(Type or Print Name)	
	DagSalaa	
	(Signature)	
	Assistant Snewff	
	(Title)	
	8/25/14	
	(Date)	



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT Office of Law Enforcement and Security Region 3 440 West 200 South, Suite 500 Salt Lake City, Utah 84101



August 16, 2014

## DELEGATION OF AUTHORITY TO CONTRACTING OFFICERS REPRESENTATIVE

#### Memorandum

To:

Melanie Beckstead

From:

**Contracting Officer** 

Subject:

Appointment as the Contracting Officer's Representative, Contract Number

L14PX01396, Title: Law Enforcement Support for Burning Man Event.

You are hereby appointed as the Contracting Officer's Representative (COR) under the above cited contract.

This appointment shall remain in effect for the life of the contract unless:

The appointment is terminated in writing by the undersigned Contracting Officer or by his successor; or,

You are reassigned; or,

Your employment with the Government is terminated.

You shall represent the Contracting Officer for all technical matters that arise under the aforesaid contract. In this respect, Federal Acquisition Regulations require that you:

Shall familiarize yourself with the terms and conditions of the contract and particularly those which fall within the area of your authority;

Shall remain cognizant of the Contractor's Technical efforts and progress, and discuss these matters with him/her, as appropriate;

May respond to the Contractor's inquiries on purely technical aspects of the contract;

Delegation for COR L14PX01396 Page 2

Under cost reimbursement and time and material contracts, shall exercise appropriate surveillance of the Contractor's performance to be reasonably assured that the Contractor is not using inefficient or wasteful methods;

Shall review Contractor's progress reporting to determine if there has been technical and/or physical progress commensurate with the level of expenditures;

Shall advise the Contracting Officer of any unusual problems affecting the progress or cost of the contract;

If designated to do so in the contract document, you shall inspect the supplies/services delivered for conformance with the contract work statement and specification requirements and recommend to the Contracting Officer acceptance or rejection of the supplies/services.

- 4. Notwithstanding the authorities delegated in paragraph 3 above, you:
  - a. Shall not redelegate any authority to any other person;
  - b. Shall not change any of the terms or conditions of the contract or sign any modification to the contract:
  - c. Shall not obligate the payment of any money by the Government;

Shall not cause the Contractor to incur costs, not otherwise covered by the contract, with expectation that such costs will be reimbursed by the Government.

Contact the Contracting Officer for guidance in the event you are in doubt as to the extent of your authority or in any circumstance not covered above.

Forward to the Contracting Officer a copy of all correspondence initiated by you to the Contractor. This shall include memoranda of verbal discussions of a significant nature.

Andrea Ramos Contracting Officer Contracting Officers Representative's (COR) Signature Below Certifies the Following:

Acknowledge <u>receipt</u> and <u>acceptance</u> of appointment as CONTRACTING OFFICERS REPRESENTATIVE for Contract Number: L14PX01396, Law Enforcement Support for Burning Man Event.

By:	Darin Balam	
•	(Type or Print Name)	
	t )and Salaan	
	(Signature)	
	Assistant Snenff	
	(Title)	
	8/25/14	
	(Date)	